v. *Montis*, L. R. 3 C. P. 268. Unless the decision can be upheld on the ground that there is no need for equitable relief because there is a complete defence at law, it would seem to be erroneous.

BILLS OF PEACE — INSURANCE COMPANIES SEEKING TO ENJOIN SEPARATE ACTIONS. — A, being insured in nineteen companies upon the same property, instituted as many separate actions in the state court. The policies were similar and each contained an apportionment clause. The companies set up a common ground of defense. Fifteen of the defendants removed their suits to the federal court and then joined in a common bill in equity against A and the remaining four companies to have their liability determined and the loss apportioned. *Held*, that the bill will not lie. *Mechanics' Ins. Co.* v. *Hoover Distilling Co.*, 173 Fed. 888 (C. C. A., Eighth Circ).

The precise situation here presented has arisen in several earlier cases, and the bill has commonly been allowed. *Rochester German Insurance Co.* v. *Schmidt*, 126 Fed. 998; *Tisdale* v. *Insurance Co. of N. A.*, 84 Miss. 709. The objection to equitable jurisdiction seems twofold: (1) No one of the complainants is subject to a multiplicity of suits, and (2) there is no privity between them. The first objection assumes a requirement for bills of peace which has never in fact existed. *Ewelme Hospital* v. *Andover*, 1 Vern. 265. The requirement of privity has been repudiated by numerous leading cases both in this country and in England. *New York & New Haven R. R. Co.* v. *Schuyler*, 17 N. Y. 592; *Sheffield Water Works* v. *Yeomans*, L. R. 2 Ch. 8. The jurisdiction is properly discretionary, to be exercised whenever there is a community of interest in the question of law or fact involved and when the procedure at law is inadequate. See *Hale* v. *Allinson*, 188 U. S. 56, 77. In the present case the insurance companies are coöbligors. The insolvency of one would increase the liability of every other, and no company could regard itself as discharged until all the suits against all the others had been prosecuted to judgment and the judgments satisfied. Since a bill in equity can dispose of all the obligations in a single action and lessen the time and expense of litigation for every party involved, the decision seems most unfortunate.

BOUNDARIES — WHETHER GRANTEE TAKES TO CENTER OF CLOSED STREET. — A conveyed to B two lots abutting on a street which had been vacated by the city. *Held*, that B takes only to the edge of the street. *White* v. *Jefferson*, 121 N. W. 373 (Minn.).

When land on the side of a public road or street is conveyed, the parties are presumed to intend that the land to the center of the road is included. See 3 KENT, COM. 434; *Boston* v. *Richardson*, 13 Allen (Mass.) 146. In some of the earlier cases the courts refused to apply this presumption when the words of the deed gave any indication that the side of the way was to be the boundary, on the ground that land cannot pass as appurtenant to land. *Jackson* v. *Hathaway*, 15 Johns. (N. Y.) 447; *Tyler* v. *Hammond*, 11 Pick. (Mass.) 193, 213. Now, however, it is generally held that the grantee takes to the center, unless the way is expressly excluded. *Paul* v. *Carver*, 26 Pa. St. 223; *Salter* v. *Jonas*, 39 N. J. L. 469. But see *Buck* v. *Squiers*, 22 Vt. 484. The rule is based on a sound public policy against the ownership of isolated strips of land, and on the view that the center of a way, like the central line of other boundaries, should be the dividing line. Therefore the presumption is held to apply to unopened streets. *Bissell* v. *The New York Central R. R. Co.*, 23 N. Y. 61; *Falls* v. *Reis*, 74 Pa. St. 439. *Contra*, *Palmer* v. *Dougherty*, 33 Me. 502. But a recent Connecticut case held, against the weight of authority, that the presumption does not apply to private ways. *Seery* v. *City of Waterbury*, 74 Atl. 908 (Conn.). *Contra*, *Fisher* v. *Smith*, 9 Gray (Mass.) 441; *Pitney* v. *Huested*, 8 N. Y. App. Div. 105. It is submitted that the same considerations which make this presumption desirable in other cases, apply to streets which have been closed. *Paine* v. *Consumers' Forwarding & Storage Co.*, 71 Fed. 626.